

ICC COMPLAINT

1. The actions of Com Ed complained of herein first occurred on June 5th, 1998. At that time I leased an Apartment to Ricardo Cantu who complained that Com Ed refused to provide electric service. I verified this complaint by calling Com Ed. At 4:41 PM on June 5th, I spoke with Mia Grey. She informed me that Cantu was refused service due to the fact that there was unpaid electric use prior to his leasing the apartment.
2. Mia Grey also informed me that absent the unpaid electric use, Cantu would still not receive service unless a customer charge was paid for any time the electric was off.
3. Upon subsequent investigation I discovered that the usage Mia Grey referred to could only have come from the prior resident.
4. Subsequent to the incident of June 1998, various representatives of Com Ed have verified that they routinely shift balances from one account to another.
5. Plaintiff has it on information and belief that Mia Grey, or others placed my name on a "landlord agreement" with out my knowledge or consent.
6. Prior to as well as subsequent to June 8, 1998 Com Ed was informed that under no circumstance were they ever to place a unit in my name with out my express contemporaneous instruction to do so.
7. Those individuals I have spoke with regarding this include but not limited to, Yovone Meeks, , David Scholes, Katherine Combs (June of 2001), Scott Peters, Simone Byvorts, Kathy Check, Mr. McDonald and others. All have been told of the issues contained in this complaint.

8. Since June of 1998 I have made several informal complaints to the ICC regarding the actions complained of here in and yet the issue returns once or twice each year.
9. In each of the subsequent years since 1998 ComEd has interrupted power to Plaintiffs residents for considerable lengths of time in an attempt to force payment of disputed amounts owed by former residents.
10. In addition, as a result of the actions of Com Ed I have been harassed and threatened by various collection agencies, both by phone and through the mail.

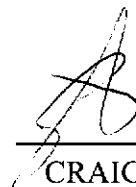
**The Following Allegations Concern only the Most Recent Examples Of My
Complaint**

11. On or about June 8th, 2002 I leased apartment I2 at Wentworth Commons to Darlene Mcjunkin.
12. Subsequent to June 8 Ms McJuunkin made complaints that she was unable to have the power switched into her name as per our agreement and that ComEd was going to terminate her service unless I paid amounts owed from the previous resident.
13. On Monday August 5, 2002 plaintiff called ComEd and spoke to Bonnie at ext. 3245 and she verified ComEd's position that unless and until Craig Wetter either

deeded the property to the Darlene Mcjunkin or paid \$2000 no one would be able to obtain service at that address.

14. Plaintiff does not have any outstanding balance with ComEd. At this or any other address.
15. On or about the morning of August 16 of 2002 Plaintiff begin receiving complaints from the residents of Wentworth Commons that their power had been cut.
16. The incident of August 16 involved about half a dozen residents none of whom had outstanding balances with Com Ed .
17. Two of those residents subsequently quit the premises with out notice damaging plaintiffs' cash flow.
18. Plaintiff has it on information and belief that those residents quit as a direct result of the actions of Com Ed on and subsequent to August 16.
19. Plaintiff was told by representatives of Com Ed that \$20,000 was owed on one unit alone. Twenty thousand dollars is about 26 years worth of electric for that unit. Plaintiff has it on information and belief that this and similar information was communicated to the residents who subsequently quit with out notice.
20. On or about January 16th , 2003 with temperatures in the single digits, Com Ed conducted another raid terminating electric service to 2 residents and threatening several others.
21. Plaintiff has it on information and belief that one resident was without heat for 24 hours before power was restored.

22. The actions complained of herein are were done in both direct and indirect violation of Title 83 Section 280.130 of the Illinois Administrative Code.
23. In the instances complained of herein and in dozens of similar actions going back over four years Com Ed has negligently interfered with Plaintiffs right to lease his property in that they knew or should have known that those residents who were disconnected from service had requested electric service and were entitled to same .
24. In terminating service to plaintiffs residents Com Ed knew or should have that those service terminations outlined herein were improper due to information provided by both the resident and the plaintiff in that I repeatedly informed them of who was responsible for service.


CRAIG WETTER

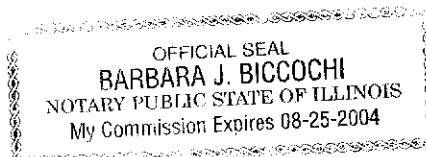
State of Illinois)
County of LaSalle) ss.

Subscribed and sworn before me

This 7th day of March 2003
~~2002~~

Barbara J. Biccchi

Notary



RELIEF SOUGHT

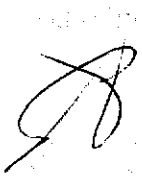
1. An order restraining Com Ed from refusing service to any resident for amount owed by previous residents or others.
2. An order restraining Com Ed from shifting balances from one account to another.
3. Adequate notice when ever a units power is to be cut and a contact person out side the billing and collections department, who can be reached immediately in the event a mistake or retaliatory cut is threatened.
4. An order restraining Com Ed from placing units in my name with out authorization.
5. An order verifying that I owe Com Ed nothing.
6. My expenses and costs in this action including Rent loss and the \$90 paid on an improper bill I had to reimburse a resident who paid it.
7. An order restraining Com Ed employees from telling residents that I do not pay my bills.
8. A written apology from the CEO of Com Ed to the residents of Wentworth Commons and a promise that this nonsense will stop.

REQUEST FOR DECLARATORY JUDGMENT

I request an expedited dilatory judgment on the following issues regarding my enclosed complaint. A circuit court action was filed regarding this and a ruling was made that the ICC had sole jurisdiction over the issues. If this ruling was in error and/or the Commission disagrees substantial injustice would result in any delay in finding out the Commissions opinion.

Respectfully,

1. Does the Commission have jurisdiction over my complaint?
2. Does the Commission have the power provide a remedy to the actions complained about?


[Illegible text]

To whom it may concern

Enclosed pleas find the following

- 1 Request for declaratory judgment
- 2 ICC complaint form
- 3 Statement of complaint
- 4 Relief sought

A handwritten signature in black ink, appearing to be 'Craig Wetter', written in a cursive style.

Craig Wetter